

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 45
2. Contract No.		3. Solicitation No. DAAE07-03-R-S035		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003FEB03	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM AMSTA-LC-CHAD WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7) US ARMY TACOM ACQUISITION CENTER E-MAIL ATTN: AMSTA-AQ-DE / BID OPENING WARREN, MI 48397-5000 E-MAIL: OFFERS@TACOM.ARMY.MIL		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in SEE SOLICITATION until 01:00pm (hour) local time 2003MAR21 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JOHN MEISEL E-mail address: MEISELJ@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 574-6560
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	17
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	5	X	J	List of Attachments	
X	D	Packaging and Marking	8	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	9	X	K	Representations, Certifications, and Other Statements of Offerors	25
X	F	Deliveries or Performance	12	X	L	Instr., Conds., and Notices to Offerors	37
X	G	Contract Administration Data		X	M	Evaluation Factors for Award	45
X	H	Special Contract Requirements	15				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 2 of 45
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002
This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals. [End of notice]			
A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001
(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.			
(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.			
(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.			
(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.			
(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil			
(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com			
[End of Clause]			
A-3	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.			
(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.			
(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.			
[End of Clause]			
A-4	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.			
[End of Clause]			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 3 of 45
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 4930-01-387-1147 FSCM: 19207 PART NR: 57K0251 SECURITY CLASS: Unclassified</p> <p>0001AA <u>PRODUCTION QUANTITY</u></p> <p>NOUN: PARTS KIT,SEPARATOR CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: EH3A7033EH PRON AMD: 01 AMS CD: 070011 <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: TDP 57K0251 DTD 12/9/02 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI AK13871147 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV2330T840 W25G1U J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 500 0120</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W56HZV2330T841 W62G2T J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 100 0120</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130</p> <p>0002 <u>Supplies or Services and Prices/Costs</u></p>	600	KT	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p>FSCM: 19207 PART NR: 57K0251 SECURITY CLASS: Unclassified</p> <p><u>UNEXERCISED OPTION</u> OPTION QUANTITY, PURSUANT TO OPTION CLAUSE, ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p>NOUN: PARTS KIT SEPARATOR</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: TDP 57K0251 DTD 12/9/02 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SPI AK13871147 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 600 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	600	KT	\$	\$

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 5 of 45
Name of Offeror or Contractor:		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4015 (TACOM)	CONFIGURATION CONTROL - ENGINEERING CHANGES	JUL/2002

- (a) DEFINITIONS:
- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
- (3) Value Engineering Change Proposal (VECP). A proposal that --
- (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
- (A) In deliverable end item quantities only;
- (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
- (C) To the contract type only.
- (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
- (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (NT).
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
- (d) Submittal Procedures for ECPs/VECPs/RFDs.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 6 of 45
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Name of Offeror or Contractor:

- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
- (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer (mccauleg@tacom.army.mil) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPs and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

C-2	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000
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(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 7 of 45
--------------------	---	--------------

Name of Offeror or Contractor:

reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

C-3	52.211-4008 (TACOM)	DRAWING LIMITATIONS	NOV/2002
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(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C-4	52.211-4010 (TACOM)	ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS	FEB/1998
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One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (See Section L.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 45
	PIIN/SIIN DAAE07-03-R-S035	MOD/AMD	
Name of Offeror or Contractor:			

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-R-S035 MOD/AMD</p>	<p style="text-align: center;">Page 9 of 45</p>
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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.242-4008 (TACOM)	ROUTING OF SPECIAL PROCESS APPROVALS	AUG/1994

(a) Specification TT-C-490, which is part of the technical data package for this contract, may require you to get approval from us prior to production for one or more special processes involved in producing this item. You are required to get prior approval unless the specification says otherwise.

(b) You will prepare the written procedures as the specification requires. You will then route the procedure through the Administrative Contracting Officer (ACO) for review and comment. Once you get the procedure back from the ACO, you will then forward it to the Procuring Contracting Officer (PCO) at TACOM for final approval. The correct address for the PCO is on the face page of this contract.

(c) You will cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

[End of Clause]

E-4	52.211-4016 (TACOM)	CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS AND GALVANIZED SURFACES	SEP/2002
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(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, microcrystalline, zinc phosphate system per TT-C-490. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in statistical control. Process control tests for alternative systems must ensure that the process remains in control and must be documented and approved by TACOM. Testing must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours. All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scrapped with a one inch (approximate) metal blade such as a putty knife between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg. per square foot to minimize chipping of the CARC system. All TT-C-490, zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490 shall be submitted to the procuring activity no less than 45 days prior to use. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of alternate systems must be demonstrated and approved by the procuring activity. If the TT-C-490 Type 1 system has not been previously approved by TACOM, it must be documented and submitted for approval as specified in the specification. Zinc phosphate systems for galvanized substrates require separate qualification. A list of previously qualified zinc phosphate application facilities is available from TACOM, Materials Engineering Team, (810) 574-5083. Regualification of the process will be required if the process is changed outside the limits defined in the TAOCM letter of system acceptance provided to the application facility.

(b) Qualification of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with primer only shall be cured for seven days, and scribed thru the primer. After 40 cycle test exposure, the test coupons shall be scrapped at a 30 degree contact angle (approximate) with a one inch (approximate) metal blade, such as a putty knife, both parallel and perpendicular to the scribe. There shall be no more than 3 mm. of rust creep (zinc corrosion products), blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with non greater than 1 mm. This test shall be performed at two month intervals (two test coupons) to ensure that the process is in control. An alternative test for verifying process control is GM 9511P for 10 cycles.

(c) Performance tests for process control are highly dependent on the type, thickness, and VOC level of the organic coating (primer) film and its adhesion to the substrate. Any change to the solvents used in the primer or changing the brand of primer will require retesting of the system. The test coupons must duplicate the production painting process as closely as possible. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control.

(d) The use of vinyl wash primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 10 of 45
Name of Offeror or Contractor:		

E-5 52.211-4017 ENHANCED CARC REQUIREMENTS FOR HIGH PERFORMANCE SYSTEMS JAN/2002
(a) THE FOLLOWING REQUIREMENTS SUPERSEDE THE PERFORMANCE REQUIREMENTS CONTAINED IN TT-C-490, MIL-C-5541 AND MIL-C-53072 RELATIVE TO THE ADHESION AND CORROSION RESISTANCE OF THE CARC SYSTEM:

(b) Ferrous and galvanized surfaces shall be cleaned and pretreated to provide the following level of performance on a repeatable basis. The cleaning/pretreatment/control process shall be documented and submitted to the procuring activity for approval prior to production. Qualification and process control testing shall be performed on the same substrate used in production. The system under test shall consist of the pretreatment and primer. There are significant variations in performance due to primer manufacturer, VOC content and primer thickness variation. Sufficient testing shall be conducted to achieve a statistical confidence in both the brand/type of primer used and the dry film thickness used in production. If the tolerance of the dry film thickness exceeds plus or minus 1.0 mil then you must qualify the extremes of the range separately.

(c) To verify the corrosion resistance, a minimum of three test panels per test variation no smaller than 4 x 12 inches with the pretreatment/primer system as noted above shall be subjected to 1000 hr. of neutral salt spray per ASTM B117 (40 cycles of GM 9540P - scribed is the preferred alternative) for ferrous substrates or 40 cycles of GM 9540P for galvanized surfaces. The test panels shall be cured for a minimum of 7 days and vertically scribed through the coating system to the metallic layer. A minimum of 24 hr. after the completion of the neutral salt spray test or within 5 days after completion of the GM 9540P test the scribe shall be scraped at a 30 degree (approximate) contact angle with a 38mm (approximate) blunt tipped metal blade such as a putty knife parallel and perpendicular to the scribe. There shall be no more than 3mm maximum loss of paint adhesion or corrosion at any point from the scribe line. In addition, there shall be no more than 5 blisters in the field with none exceeding 1mm; corrosion in the field shall not exceed Rust Grade 9 of ASTM D610. The minimum primer dry film thickness noted on the test panels which passes the corrosion resistance test shall be the minimum requirement for production painted hardware.

(d) To verify long term CARC adhesion, after completion of the corrosion resistance test evaluation each test panel will be subjected to cross hatch tape test (minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 x 4 scribe lines to the metallic layer at 2mm intervals(approximate) and shall be done no closer than 12 mm from any edge or the scribe creep. Multiple head cutters are not recommended. Loss of two or more complete primer squares shall constitute failure.

(e) The contractor must demonstrate the ability to pass both tests for the system to be considered acceptable. This testing shall be performed on 5 consecutive days of production. If all test panels are acceptable, the testing can revert to two test panels every two months of production.

(f) The only system that is currently available to achieve this level of performance is a zinc phosphate pretreatment system per TT-C-490 with a high quality primer. All primers used must be on the QPL for MIL-P-23377, 53022, -53030, or 53084. Not all QPL primers with the exception of electrocoat primers per MIL-C-53084 have this level of corrosion resistance/paint adhesion, however. New high performance, "Combat Grade" Powder Coat Primers will also meet this performance requirement. These primers can only be applied by approved applicators. The Specification controlling both the primers and their application are available upon request from AMSTA-TR-E/MEPS, (586) 574-5083.

Note: Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed for the coating system to pass these performance tests.

(g) For aluminum substrates the required pretreatment system is a chromate conversion per MIL-C-5541. If alternative pretreatment systems wish to be considered, they must demonstrate their ability to pass when coated with the nominal production primer (scribed) 120 cycles of GM 9540P. After completion of the test, the panels shall be scraped as noted above and shall have no more than 0.5mm of paint loss maximum from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm. After completion of the 120 cycle test, the cross hatch scribe test noted above shall be performed. The removal of one or more complete squares of primer shall constitute failure. The alternate system must demonstrate its ability to provide an acceptable product on 5 consecutive days of production to be considered a suitable alternative. The alternative process must be documented and approved by the procuring activity. Controls must be established to assure that the process remains under statistical control. The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(g) Failure to meet the corrosion resistance/adhesion requirements shall be cause for rejection of all production units manufactured during that production interval.

(h) Final Acceptance of the CARC Finish on Production Hardware:
The dry film thicknesses of the primer and topcoat as well as coating adhesion on the fully cured primer/topcoat coating system are mandatory requirements. Variations in the primer thickness and curing conditions will dramatically affect recoat windows and coating performance for some primers. Manufacturing processes which are unable to control the dry film thickness to the requirements contained in Table V of MIL-C-53072 shall be subjected to the 4 x 4 cross hatch scribe test noted above on two production units per lot with two tests per unit. One test shall be conducted on a vertical and one on a horizontal surface (relative to the painting process). There shall be a maximum removal of one complete square of primer/topcoat or topcoat only. The polyurethane CARC topcoat requires approximately 24 days to completely cure at 68 Degrees F. To accelerate the curing for purposes of product acceptance, the following

Name of Offeror or Contractor:

procedure may be followed: Cure at 190-210 degrees F for three hours (this is time at temperature and is, therefore, material thickness dependent) once the topcoat has reached a dry-to-touch condition. This is to be followed by 7 days at 65 degrees F minimum. Adhesion testing shall be performed only on a completely cured CARC finish. Contractors which have performed a thorough design of experiments methodology to evaluate the impact of paint system variables or have processes which meet Table V requirements can perform the final acceptance adhesion test on representative test coupons.

[End of Clause]

E-6	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:					
	(Name)				
	(Address)	(City)	(County)	(State)	(Zip)

SUBCONTRACTOR'S PLANT:					
	(Name)				
	(Address)	(City)	(County)	(State)	(Zip)

[End of Clause]

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-4	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

- (a) DEFINITIONS:
- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.

(2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(3) DELIVERY is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.
- (b) The Government's proposed delivery schedule is:
- | | | |
|-------------|-------------|-----------------|
| <u>CLIN</u> | <u>DAYS</u> | <u>QUANTITY</u> |
| 0001AA | 120 | 600 |
- (c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by N/A days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.
- (d) You can accelerate delivery: at no additional cost to the Government.
- (e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
- (f) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____UNITS EVERY 30 DAYS.

[End of Clause]

F-5	52.211-16	VARIATION IN QUANTITY	APR/1984
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- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:

_____ZERO_____percent increase; and

_____ZERO_____percent decrease.
- (c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 13 of 45
Name of Offeror or Contractor:		

[End of Clause]

F-6 52.242-4009 ACCELERATED DELIVERY--NOTICE OF SHIPMENT FEB/1998
(TACOM)

(a) You must send a notice of shipment in accordance with FAR 52.242-12 REPORT OF SHIPMENT when:

-- You accelerate delivery, and

-- The accelerated delivery increment exceeds 20% of this contract's total delivery quantity.

(b) This clause doesn't relieve you of any other obligations or requirements of FAR 52.242-12, or of this contract. See the specific delivery schedule clause in the Schedule of this contract (which may also be given elsewhere in this Section F) to determine if acceleration is acceptable and under what conditions.

[End of Clause]

F-7 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR JAN/2001
(TACOM) ADDRESSES

Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 14 of 45
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Name of Offeror or Contractor:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 15 of 45
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-2	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-3	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-4	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-5	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-6	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	APR/1997

(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 600 units. The unit price for such option quantity shall be as set forth in CLIN 0002AA. This option may be exercised by the Government at any time, but in any event not later than 180 days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

H-7	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 16 of 45
Name of Offeror or Contractor:		

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-8 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 17 of 45
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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-15	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-18	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-19	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-28	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-30	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-31	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-32	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-33	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-34	52.232-1	PAYMENTS	APR/1984
I-35	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-36	52.232-11	EXTRAS	APR/1984
I-37	52.232-17	INTEREST	JUN/1996
I-38	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-39	52.232-25	PROMPT PAYMENT	FEB/2002
I-40	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-41	52.233-1	DISPUTES	JUL/2002
I-42	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-43	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-44	52.242-13	BANKRUPTCY	JUL/1995
I-45	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-46	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-47	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-48	52.248-1	VALUE ENGINEERING	FEB/2000
I-49	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-50	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-51	52.253-1	COMPUTER GENERATED FORMS	JAN/1991

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 18 of 45
Name of Offeror or Contractor:		

	Regulatory Cite	Title	Date
I-52	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-53	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-54	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-55	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-56	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-57	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-58	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-59	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-60	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-61	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-62	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-63	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-64	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-65	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-66	52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

- (b) Evaluation preference.
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

- [] Offer elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-03-R-S035 MOD/AMD</p>	<p align="center">Page 19 of 45</p>
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Name of Offeror or Contractor:

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-67 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-68 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(a) Definitions. As used in this clause--

- (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 20 of 45
--------------------	---	---------------

Name of Offeror or Contractor:

required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-69 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-70 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 21 of 45
Name of Offeror or Contractor:		

[End of Clause]

I-71 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 22 of 45
Name of Offeror or Contractor:		

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 23 of 45
Name of Offeror or Contractor:		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-72 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS MAY/1994

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-73 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-74 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000
(TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 24 of 45****PIIN/SIIN** DAAE07-03-R-S035**MOD/AMD****Name of Offeror or Contractor:**

the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length_____ x Width_____ x Depth _____(expressed in inches)/Weight expressed in _____ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(ii) Number of unit packages per shipping container _____ each

(iii) Gross weight of Shipping container and contents _____ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: _____.

(ii) Number of Shipping containers per pallet/skid _____ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials _____ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(v) Gross Weight of Unit Load _____ Lbs;

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 25 of 45
---------------------------	--	----------------------

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	APR/2002

(1) The North American Industry Classification System (NAICS) code for this acquisition is -1- .

(2) The small business size standard is -2- .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It [] is, [] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: _____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 26 of 45
Name of Offeror or Contractor:		

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K-4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 27 of 45
---------------------------	--	----------------------

Name of Offeror or Contractor:

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K-5 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN APR/1991
FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;"> PIIN/SIIN DAAE07-03-R-S035 MOD/AMD </p>	<p style="text-align: center;">Page 28 of 45</p>
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Name of Offeror or Contractor:

(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other:

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name: _____

TIN: _____

[End of Provision]

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 29 of 45
Name of Offeror or Contractor:		

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

- (A) ☐ are
- ☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 30 of 45
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Name of Offeror or Contractor:

Federal agency;

(B,C) [Language removed]

(D) [Language removed]

(E) [Language removed]

(ii) [Language removed]

(iii) The Offeror

[] has

[] has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

[] intends

[] does not intend

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
--	--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 31 of 45
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Name of Offeror or Contractor:

[End of Provision]

K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that--

- (a) It ☐ has
☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It ☐ has
☐ has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

- (a) It ☐ has developed and has on file,
☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-13 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

Name of Offeror or Contractor:

- []

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- []

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- []

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- []

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- []

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

K-14

252.225-7000

BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

SEP/1999

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

<u>Qualifying Country End Products</u>	<u>Line Item Number</u>	<u>Country of Origin</u>

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

<u>Nonqualifying Country End Products</u>	<u>Line Item Number</u>	<u>Country of Origin (If known)</u>

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 33 of 45
Name of Offeror or Contractor:		

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

- [] Yes
[] No

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

- [] Yes
[] No

(2) Has the duty on such foreign supplies been paid?

- [] Yes
[] No

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

[End of Provision]

K-16 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

- [] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- [] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-17 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 34 of 45
Name of Offeror or Contractor:		

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
http://www.ccr2000.com/

[End of Provision]

K-18 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
(TACOM)

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of one hundred twenty (120) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-19 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-20 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)

Name of Offeror or Contractor:

- (ix)

chlorofluorocarbon-211 (CFC-211)
- (x)

chlorofluorocarbon-212 (CFC-212)
- (xi)

chlorofluorocarbon-213 (CFC-213)
- (xii)

chlorofluorocarbon-214 (CFC-214)
- (xiii)

chlorofluorocarbon-215 (CFC-215)
- (xiv)

chlorofluorocarbon-216 (CFC-216)
- (xv)

chlorofluorocarbon-217 (CFC-217)
- (xvi)

halon-1211
- (xvii)

halon-1301
- (xviii)

halon-2402
- (xix)

carbon tetrachloride
- (xx)

methyl chloroform
- (xxi)

Methyl bromide
- (xxii)

hydrobromofluorocarbons (HBFCs)
- (xxiii)

All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- []

have
- []

have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- []

have
- []

have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 36 of 45
Name of Offeror or Contractor:		

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-21	52.245-4004	REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE	JAN/1991
	(TACOM)		

The offeror represents that there:

- [] is
- [] is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- [] will
- [] will not
- [] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 37 of 45
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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	MAY/2001
L-6	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALT. I dated October 1997)	MAY/2001
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-9	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-10	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Associate Deputy for Contracting (Protest Coordinator) Warren, MI 48397-5000	or	HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001 Facsimile number (703) 617-5680/617-4999 Voice number (703) 617-8176
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The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-11	52.233-4001 (TACOM)	HQ-AMC LEVEL PROTEST PROCEDURES	MAY/2000
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(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-R-S035 MOD/AMD</p>	<p style="text-align: center;">Page 38 of 45</p>
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Name of Offeror or Contractor:

Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

- (b) Agency Protest: An AMC Protest may be filed with either, but not both:
 - (1) The contracting officer designated in the solicitation for resolution of protests, or,
 - (2) HQ, AMC at the address designated below.

- (c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

- (d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

- (e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

- (f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

- (g) Processing of HQ, AMC-Level Protests:
 - (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
 Office of Command Counsel
 ATTN: AMCCC-PL
 5001 Eisenhower Ave.
 Alexandria, VA 22333-0001

- If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/amc/cc/protest.html>

- (2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

- (3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.

- (5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

- (h) Effect of Protest on Award and Performance:
 - (1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).
 - (2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:
 - contract performance will be in the best interests of the United States; or
 - urgent and compelling circumstances that significantly affect the interests of the United States will not permit

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 39 of 45
---------------------------	--	----------------------

Name of Offeror or Contractor:

waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-12 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE (TDP) APR/2000
(TACOM)

(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM
AMSTA-CM-CDD (TDP Requests)
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Terri McGregor at (810) 574-7058 or Rick Khouri at (810) 574-7064.

[End of Provision]

L-13 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000
(TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-R-S035 MOD/AMD</p>	<p style="text-align: center;">Page 40 of 45</p>
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Name of Offeror or Contractor:

- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
- (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
- (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-14	52.211-4051	NOTICE REGARDING SOURCE-CONTROLLED COMPONENTS	FEB/1998
	(TACOM)		

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS in this solicitation. At least one component of the item to be purchased under this acquisition is restricted to specified manufacturer's part numbers as set forth in the Technical Data Package. It is the responsibility of each offeror to ensure the availability of sufficient quantities of such source-controlled components before making an offer in response to this solicitation. Except as described in paragraph (b) below, offers that propose to substitute alternatives to the source-controlled components, even if the substitute items are represented as equivalent in all respects to the source-controlled components, will not be considered for contract award.

- (b)
- (1) By meeting the following conditions, a firm may submit an offer conditioned on acceptance by the Government of alternatives to the source-controlled component(s) listed in the Technical Data Package:
- Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its proposed equivalent component.
 - The firm must indicate in its offer the date of the written TACOM approval, and the name and title of the approving official.
 - The firm must certify in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already-approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and
 - The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).
- (2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval of a nonlisted part from TACOM engineering can be obtained without delay in the anticipated date of award.

When either of the foregoing conditions are met, the Government reserves the right to make an award where use of the equivalent item is authorized in lieu of the source-controlled item. Where the foregoing conditions are not met, offeror will not be eligible for award unless he agrees to furnish the source-controlled item(s) from the indicated source(s).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 41 of 45
--------------------	---	---------------

Name of Offeror or Contractor:

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required components, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required component, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

[End of Provision]

L-15 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES MAR/1989
(TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/package as those that apply to the basic contract quantity.

[End of Provision]

L-16 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-AMAD
East 11 Mile Road
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-17 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 42 of 45
Name of Offeror or Contractor:		

L-18 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION DEC/2002
(TACOM)

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

- (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
- (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.
- (4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 43 of 45
---------------------------	--	----------------------

Name of Offeror or Contractor:

Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

L-19	52.217-4004 (TACOM)	DESTINATIONS FOR OPTION QUANTITIES	FEB/1994
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To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

[End of Provision]

L-20	52.219-4003 (TACOM)	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS	JUN/1997
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(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 44 of 45
---------------------------	--	----------------------

Name of Offeror or Contractor:

- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-21 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176
Fax Phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-S035 MOD/AMD	Page 45 of 45
Name of Offeror or Contractor:		

SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).			
(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.			
(End of provision)			
M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
(a) We'll award a contract to the offeror that:			
(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, <u>and</u>			
(2) submits a bid or proposal that meets all the material requirements of this solicitation, <u>and</u>			
(3) meets all the responsibility criteria at FAR 9.104.			
(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:			
(1) arrange a visit to your plant and perform a preaward survey;			
(2) ask you to provide financial, technical, production, or managerial background information.			
(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.			
(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.			
[End of Provision]			